

16469. Adulteration of Emulsol stabilizer (cereal product). U. S. v. 36 Bags * * *. (F. D. C. No. 29488. Sample No. 71779-K.)

LIBEL FILED: July 10, 1950, Southern District of California.

ALLEGED SHIPMENT: On or about March 16, 1950, from Chicago, Ill.

PRODUCT: 36 100-pound bags of Emulsol stabilizer at Los Angeles, Calif.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the article consisted in whole or in part of a filthy substance by reason of the presence of insects. The article was adulterated while held for sale after shipment in interstate commerce.

DISPOSITION: August 1, 1950. Default decree of condemnation and destruction.

DAIRY PRODUCTS

BUTTER

16470. Adulteration of butter. U. S. v. John J. Killeas (Farmers Creamery Co.), and Forrest G. Miller. Pleas of nolo contendere. Each defendant fined \$50, plus costs. (F. D. C. No. 29148. Sample No. 72203-K.)

INFORMATION FILED: May 15, 1950, District of Nebraska, against John J. Killeas, trading as the Farmers Creamery Co., Pender, Nebr., and Forrest G. Miller, plant manager.

ALLEGED SHIPMENT: On or about January 14, 1950, from the State of Nebraska into the State of Ohio.

NATURE OF CHARGE: Adulteration, Section 402 (b) (1), a valuable constituent of the product, milk fat, had been in part omitted; and, Section 402 (b) (2), a product which contained less than 80 percent by weight of milk fat had been substituted for butter.

DISPOSITION: July 12, 1950. Pleas of nolo contendere having been entered, the court fined each defendant \$50, plus costs.

16471. Adulteration of butter. U. S. v. 17 Cartons (1,088 pounds) * * *. (F. D. C. No. 29410. Sample No. 75940-K.)

LIBEL FILED: June 15, 1950, Southern District of New York.

ALLEGED SHIPMENT: On or about June 6, 1950, by the Aneta Creamery & Produce Co., from Fargo, N. Dak.

PRODUCT: 17 64-pound cartons of butter at New York, N. Y.

LABEL, IN PART: "Butter Distributed by J. R. Kramer, Inc., New York, N. Y."

NATURE OF CHARGE: Adulteration, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter.

DISPOSITION: July 3, 1950. Harry Rappaport, Inc., claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the court ordered that the product be released under bond for reworking, under the supervision of the Food and Drug Administration.

16472. Adulteration of butter. U. S. v. 45 Cases * * *. (F. D. C. No. 29411. Sample Nos. 78525-K, 78527-K.)

LIBEL FILED: June 1, 1950, District of Oregon.

ALLEGED SHIPMENT: On or about May 20, 1950, by the Nampa Creamery Co., from Nampa, Idaho.

PRODUCT: 45 cases, each containing 30 1-pound prints, of butter at Portland, Oreg.

LABEL, IN PART: (Case) "Nampa Creamery Nampa, Idaho"; (Print) "Fred Meyer Fifth Avenue Butter."

NATURE OF CHARGE: Adulteration, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter.

DISPOSITION: June 22, 1950. The Nampa Creamery Co., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the court ordered that the product be released under bond for reworking, under the supervision of the Federal Security Agency.

CHEESE

16473. Adulteration of Cheddar cheese. U. S. v. Northern Colorado Dairy Co. Plea of nolo contendere. Fine, \$500. (F. D. C. No. 29420. Sample Nos. 49818-K, 49856-K, 49857-K, 49859-K, 49860-K.)

INFORMATION FILED: June 12, 1950, District of Colorado, against the Northern Colorado Dairy Co., Fort Morgan, Colo.

ALLEGED VIOLATION: On or about March 15, 1944, the defendant gave to a firm engaged in the business of shipping cheese in interstate commerce, at Denver, Colo., a guaranty to the effect that all food products shipped or delivered to the holder of the guaranty would be neither adulterated nor misbranded under the provisions of the law; and, between the approximate dates of July 19 and September 20, 1949, the defendant delivered under the guaranty, at Denver, Colo., quantities of Cheddar cheese that were adulterated.

LABEL, IN PART: "Cheddar Cheese Cloverbloom."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the article consisted in part of a filthy substance by reason of the presence of insect fragments and feather barbules, and by reason of the use of filth-contaminated milk in the preparation of the article.

DISPOSITION: July 6, 1950. A plea of nolo contendere having been entered, the court imposed a fine of \$500.

FEEDS AND GRAINS

16474. Adulteration and misbranding of alfalfa meal. U. S. v. Bremco Alfalfa Mills, Inc., and Arnold H. Poppe. Pleas of guilty. Corporation fined \$400, plus costs; individual defendant fined \$400. Payment of latter fine suspended. (F. D. C. No. 29179. Sample Nos. 52890-K, 72073-K.)

INFORMATION FILED: May 31, 1950, Northern District of Ohio, against Bremco Alfalfa Mills, Inc., New Bremen, Ohio, and Arnold H. Poppe, president.

ALLEGED SHIPMENT: On or about August 31 and October 26, 1949, from the State of Ohio into the States of Kentucky and Indiana.

LABEL, IN PART: "Bremco 20% Dehydrated Alfalfa Meal * * * Guaranteed Analysis Crude protein, not less than ---- 20.0% * * * Crude Fiber, not more than ---- 22.0%" and "Bremco Alfalfa Meal Protein, not less than ---- 13.0%."

NATURE OF CHARGE: Bremco 20% Dehydrated Alfalfa Meal. Adulteration, Section 402 (b) (2), a product containing less than 20 percent of crude protein and more than 22 percent of crude fiber had been substituted for alfalfa meal